

Carl J. Conforti, Principle Consultant
Product Development & Global Sourcing

P.O. Box 6315 Fall River, MA. 02724
(508) 672-8534

May 16th, 2003

The Ocean Group Inc.
23 Acorn St
Providence, RI 02903
Jeffrey Jacober Chairman and CEO

Re: Confidentiality and Non Disclosure Agreement ; IR thermometers

Dear Jeff,

The letter is set forth to inform you that you have signed a confidentiality agreement with me on June 18th, 2002 with the understanding that the materials presented to you are to be held confidential and some or all parts may be applied for on my part as the sole owner of the invention disclosed for a US patent.

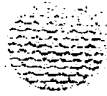
This is just a reminder for your records and I hope that you will be faithful to the binding contract set forth in the agreement. If you need any further assistance, please don't hesitate to call me.

Thank you!

Sincerely,

Carl J. Conforti
ISourceUs
PO Box 6315
Fall River, Ma 02724
(508)672-8534

KC/CC



THE OCEAN GROUP, INC.

May 22, 2003

Mr. Carl J. Conforti,
Principle Consultant
Product Development & Global Sourcing
PO box 6315
Fall River, MA 02724

Dear Mr. Conforti:

In response to your letter dated May 16, 2003, please be advised that neither The Ocean Group nor Medport has any interest in the disclosures you made on June 16, 2002. All product improvements and concepts regarding our new IR thermometers have been provided by an outside design firm or our current IR manufacturer.

Sincerely,

Jeffrey M. Jacober
CEO/President
The Ocean Group



Carl J. Conforti

P.O. Box 6315 Fall River, MA 02724
(508) 672-8534

Dear Commissioner of Patents,

I am writing you this letter in reference to one of several products I have been developing over the past two years. I am currently working with a US patent attorney and have filed several provisional and non-provisional applications in the past year.


The expense sometimes limits me to file every design or invention, therefore in some cases I have clients sign NDA(s) and present the products to their company in a confidential and proprietary manner in the effort to review the option to license the invention before filing the actual patent. My NDA and conversation signed by the CEO of the company attached was noted not to have any interest in the design, subsequently the advertisement issued by the company shows there was an interest and they have applied for a patent on information provided under a signed NDA. I have several patents pending and a few have recently issued, therefore my budgetary restraints including the hiring a patent attorney are some times limited.

I was notified the company has filed for a patent through third party /company that was solicited the new product. I sent a letter to the CEO, informing him of the NDA agreement, and his reply was they were not interested in my invention. They were aware of the invention disclosed after reviewing my model and materials. The documentation is attached for your review, and I was restricted to access the information on the file when the client noted to me that the product was submitted from an outside firm which was obviously after the NDA was signed.

I called the Patent office help desk and they informed me to file the patent application and write this letter to you with the information I provided the company. My actual model was fabricated in late April in the shape of a foam core and the first of May of 2002 in a solid model. Please review the reference materials enclosed.

Please take a moment to review the attached documents and if there has been a patent applied for after the June 18th, 2002 date, I would like to challenge the information filed to the documents provided.

Sincerely,


Carl J Conforti
PO Box 6315
Fall River, Ma 02724
(508) 672-8534
Email: resour21st@aol.com

Carl J Conforti

**SourceUs PRODUCT DEVELOPMENT/
GLOBAL PROCUREMENT**

P.O. Box 6315 Fall River, MA 02724
(508) 672-8534

NON-DISCLOSURE AGREEMENT

This agreement is entered into between The Ocean Group ^{Jeff Jacobson CEO/PRESIDENT} of 23 Acorn St, Providence RI 02909 (RECIPIENT) and **Carl J. Conforti, SourceUS** of **Fall River, MA 02724** (COMPANY).

Whereas, **RECIPIENT** desires to examine certain confidential information relating to the proprietary method and/or apparatus for IR Thermometer Probe Core ("Confidential Information") which may be the subject of one or more patents or patent applications.

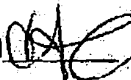
COMPANY;

WHEREAS, **COMPANY** desires to make such information available to the **RECIPIENT**.

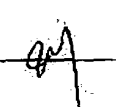
NOW, THEREFORE the RECIPIENT and COMPANY mutually agrees as follows:

1. The Confidential Information will be maintained in secrecy by the RECIPIENT for a period of five years from the date this agreement is executed.
2. The RECIPIENT will take all reasonable precautions that none of the Confidential Information is disclosed to third persons, other than officers and attorneys having a need to receive information and who agreed to maintain the secrecy thereof, or used, except that the obligation not to disclose or use shall not apply to the information which:
 - a) is or becomes publicly known through no wrongful act or omission by the RECIPIENT.
 - b) The RECIPIENT can show by written records was in its possession at the time of the disclosure and was not acquired directly or indirectly from the COMPANY.
 - c) The RECIPIENT can show information was received by the RECIPIENT after the time of the disclosure hereunder from a third party who did not require that it be held in confidence and who did not acquire it directly or indirectly from the COMPANY.
 - d) Was or hereafter is made available by the COMPANY to another party without obligation of confidentiality.
3. RECIPIENT agrees not to use the CONFIDENTIAL INFORMATION in the making of inventions or the filing of any patent applications, and not use the CONFIDENTIAL INFORMATION to oppose, contest or engage in any interference procedure against any patent application which is currently pending or which may later be filed by the COMPANY, or any patent issuing thereon.
4. RECIPIENT acknowledges and agrees that all right, title and interest in and to the CONFIDENTIAL INFORMATION are the property of the COMPANY or COMPANY designee.

Initial



Initial



5. RECIPIENT's obligations hereunder will terminate five years from the date of this agreement.

6. RECIPIENT will use the CONFIDENTIAL INFORMATION only in connection with RECIPIENT's evaluation of contemplated business transactions with COMPANY.

And any other hereby related subject matter that is discussed in relation to the above design, manufacture and other associated items may be disclosed after this agreement is read, understood and signed by both parties.

The subject matter to be discussed is to known as proprietary information of Carl J. Conforti and any sub-contracting, disclosure to a third party or manufacture without written permission of Carl Conforti. IsourceUs, Fall River, MA will be subject to the associated damages and fines for default of this binding contract agreement in both State and Federal Law and regulated business or Patent laws form the power to enact laws relating to patents, in Article 1, section 8 in the U.S. Department of Congress.

This agreement shall not be signed by either party unless the contract is understood in full detail by both parties participating in the Non-Disclosure Agreement.

Signature (RECIPIENT)

[Signature]

Date:

6/18/02

Signature (COMPANY)

Carl J. Conforti

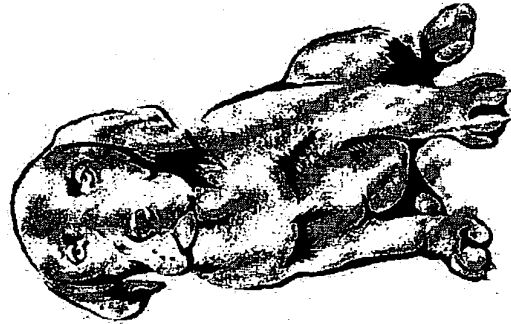
Date:

6/18/02

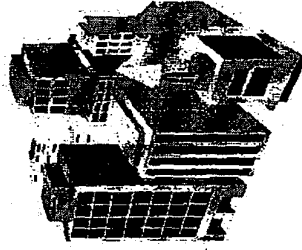
Design the IR thermometer design disclosed on JPMA
presented a cover / film mfg

JPM-A

Dallas, Texas May 4, 2002



iSourceUS
Product Development
Spring 2002



Carl J Conforti resour21st@aol.com

Confidential and Proprietary Information Copyright 2002

IR Thermometer

■ Compact design with new technology.

- State of the Art technology, compact ergonomic design.
- Convenient carry case with added storage space
- Large LCD display and optional led lamp for night use.



Size : approximately 6x3x2

Suggested Retail: \$29.99

4piece inner/24 piece master pkg.....

hdoz

IR Thermometer

■ Super compact design with dispensable film cover.

- State of the Art technology, super compact design.
- Convenient carry case with additional storage space
- Unique cartridge dispensable film cover.

Size : approximately 6x3x2

Suggested Retail: \$29.99

4 piece inner/24 piece master
pkg..... box

refills suggested retail: \$3.99



Confidential and Proprietary Information Copyright 2002

Handwritten signature

TIMEX Healthcare

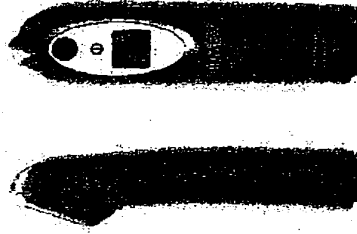
Illuminator

One Second Ear Thermometer



- Swiveling Ear probe
- Integrated nightlight
- Backlit INDIGLO display
- FAST One Second Readings
- 20 Probe Covers included
- Accuracy you can trust

Style #	80010
UPC:	700522800101
Unit Size:	7.75" h x 5.75" w x 1.25" d
Case Pack:	6 pcs
Case Size:	7.75" l x 6" w x 8" h
Case Weight:	5 lbs
Mstr Case Pk:	72 pcs
Inners:	12 -6 pcs
Mstr Case Size:	18" l x 15.5" w x 16" h
Case Cube:	2.6 cu ft
Case/ Pallet:	24
Ti Hi:	6 / 4



Unit Cost	Suggested Retail
\$ 23.00	\$ 44.99

Shipping August 2003

TIMEX is a trademark of TIMEX Corporation. INDIGLO is a trademark of Indiglo Corporation. * US and Foreign patents pending. * Made in China

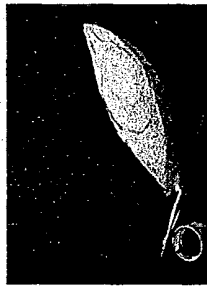
Ocean Group / Medford Providence RI

Actual duplication of presented materials

IR Thermometer

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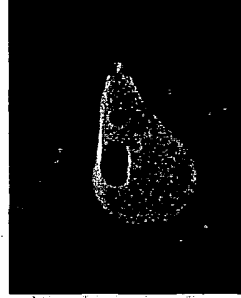
4piece inner/24 piece master pkg.....



IR Thermometer

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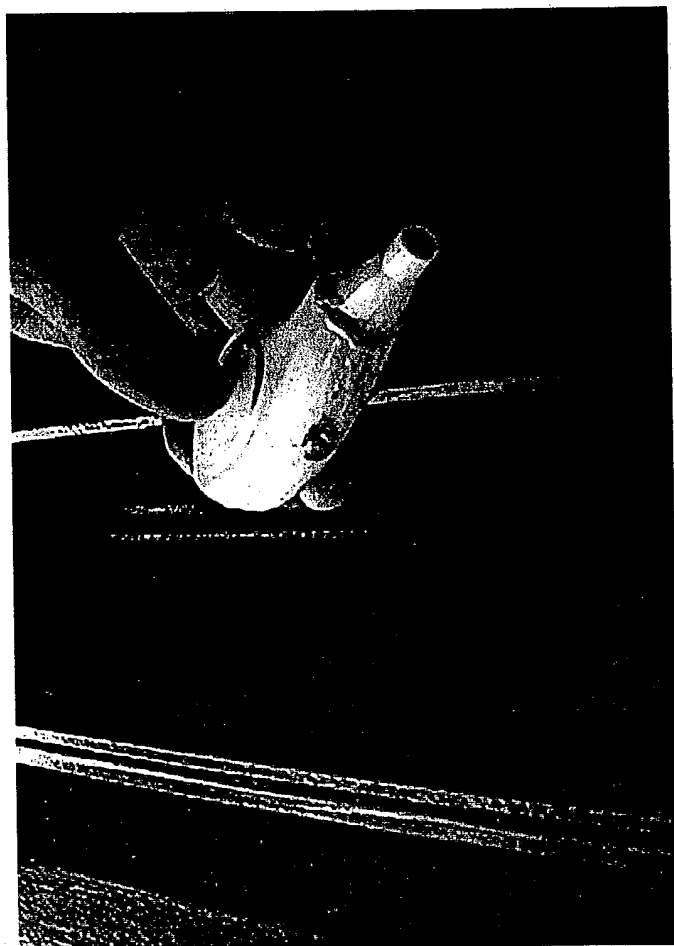
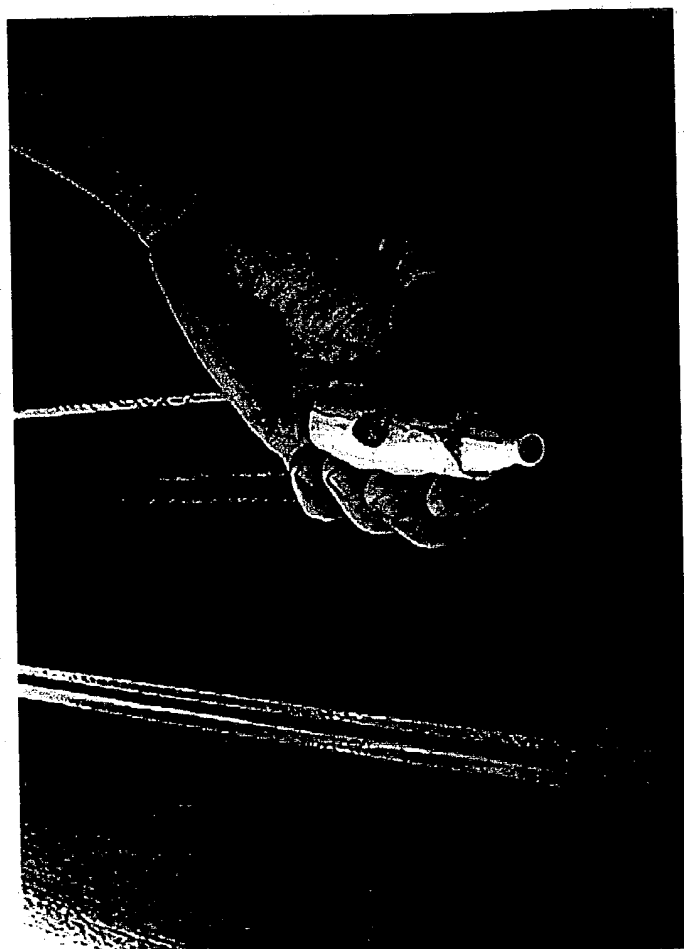
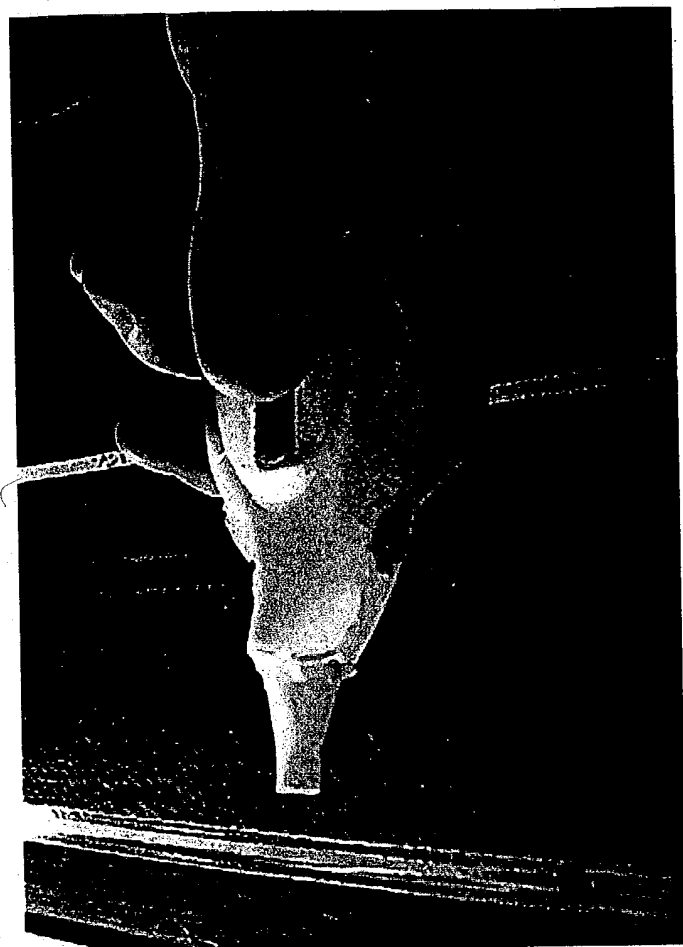


Size : approximately 6x3x2

Suggested Retail: \$29.99

4 piece inner/24 piece master
pkg..... box

refills suggested retail: \$3.99



Model Made April / May 2002
from sketch / foam core
to solid model

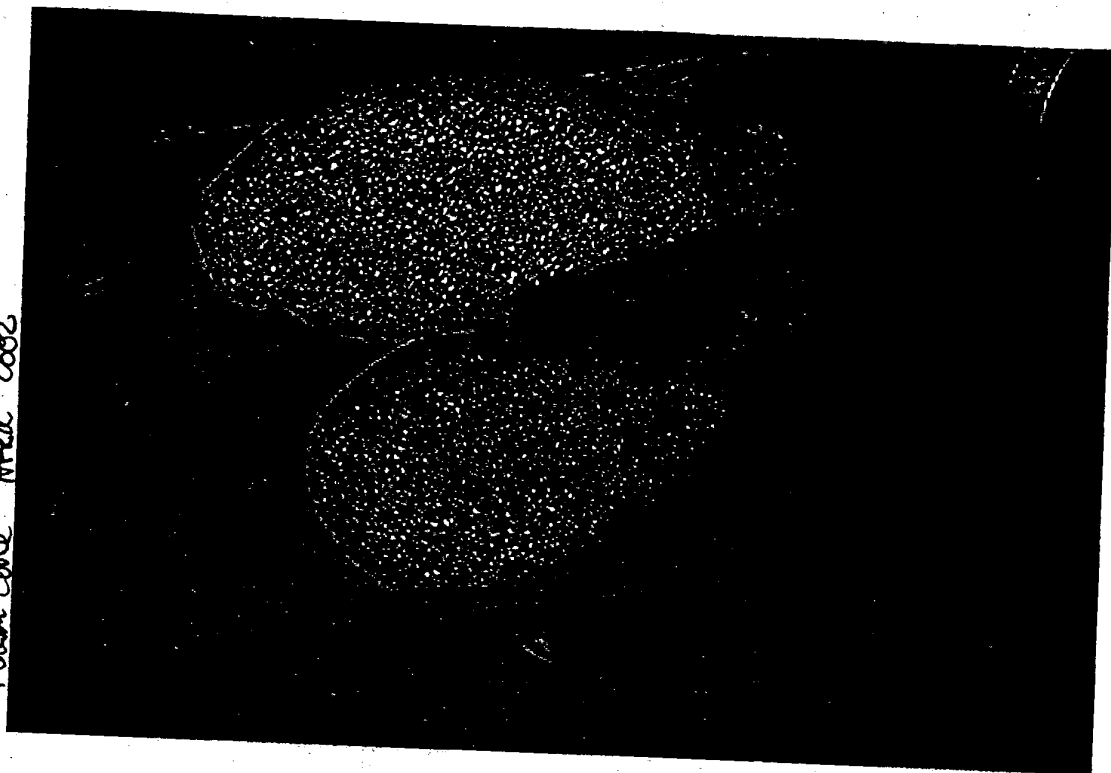
- has in circuit internal
- has light led
- has opening in end
for cartridge
- ergonomic design

This was shown and
witnessed by,

- Jeff Jacobson & David Crossley,
Ocean Group / MedPort
- Excell
- Patent Attorney US

Paul A. Amato 7/2/03

Foam Core April 2002



- Model presented under NSA
- Information received May 2003
- Company presented prototype

